

Certain of the Office's statements refer to language which is not in all of the allowed claims, and accordingly do not follow from allowability of claims that do not literally include such language. Certain of the Office's statement might be interpreted later as reading limitations into Applicants' claims which simply are not there, or otherwise indicate that Applicants must regard its invention as that to which the Office has interpreted outside the literal claim language.

{ For example, the Office asserts that the art does not teach depositing "a layer of material comprising silicon and oxygen as initially deposited, over a substrate." This might be interpreted to conclude that the Office reads Applicants' claims to include this limitation, and therefore all of the claims are so limited. Yet, Applicants did not include such limitation in claims 1 and 7-9 as filed, and had no intention that such claims were so limited.

The Office must interpret the claims in accordance with their literal wording, and to the extent the Office has not already done so, such is mandated now. If the Office relies on allowance based upon language not appearing in the claims, the Examiner must reject the claims and suggest insertion of such language. Then, Applicants can respond as they deem appropriate.

Allowance of the claims as literally worded is urged. Applicants note that claim 2 depending from claim 1 and setting forth that the material comprises oxygen as well as silicon essentially precludes claim from being interpreted as requiring silicon. Accordingly, this file history is to be interpreted as if the Office's statement of reasons for allowance in the Notice of Allowance never existed or was withdrawn. If the Office

disagrees with this just stated position, claim rejections are mandated or modification of the statement of reasons for allowance is warranted.

Respectfully submitted,

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